

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

**MELISSA ROBINSON-AGLES,
an individual,**

Plaintiff,

v.

**WELLS FARGO & COMPANY,
TRANSUNION, LLC, AND
EXPERIAN INFORMATION
SOLUTIONS, INC.,**

Defendants.

Case No.: 2:20-cv-00812-MCE-CKD

**Assigned for All Purposes to:
Hon. Morrison C. England, Jr.,
Courtroom 7, 14th Floor**

**JOINT STIPULATED
PROTECTIVE ORDER**

Complaint filed: April 20, 2020

1 IT IS HEREBY STIPULATED by and between Plaintiff, MELISSA
2 ROBINSON-AGLES (“Plaintiff”), and Defendants WELLS FARGO &
3 COMPANY, TRANSUNION, LLC, AND EXPERIAN INFORMATION
4 SOLUTIONS, INC. (“Defendants” or collectively as the “parties”), through their
5 respective attorneys of record, as follows:

6 WHEREAS documents and information have been and may be sought,
7 produced or exhibited by and among the parties to this action relating to confidential,
8 private, proprietary, or trade secret information.

9 THEREFORE, an Order of this Court protecting such confidential
10 information shall be and hereby is made by this Court on the following terms:

11 1. This Order shall govern the use, handling and disclosure of all
12 documents, testimony or information produced or given in this action which are
13 specifically designated as “Confidential” and subject to this Order.

14 2. Any party or non-party producing documents or other materials in this
15 action may designate such materials and the information contained therein subject
16 to this Order by typing or stamping on the front of the document, or on the portion(s)
17 of the document for which confidential treatment is designated, “Confidential.”
18 Testimony at a deposition, or portions thereof, may be designated as “Confidential”
19 by designating such testimony by written notice within twenty-one (21) days from
20 the date that the deposition transcript becomes available. The Court Reporter for the
21 deposition(s) shall not be required to separate the confidential portions of the
22 transcript from the non-confidential portions of the transcript, and the Parties shall
23 treat the transcript with due care owing to the fact that the transcripts may have both
24 confidential and non-confidential information interspersed in the same, single
25 transcript. A party or non-party subject to this Order may only designate documents
26 or other information in this action as “Confidential” if the designating party or non-
27 party has an articulable, good faith basis to believe that each document or other
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1 information designated as “Confidential” qualifies for protection under applicable
2 law.

3 3. To the extent any motions, briefs, pleadings, deposition transcripts, or
4 other papers to be filed with the Court incorporate documents or information subject
5 to this Order, the party filing such papers shall file them with the clerk under seal;
6 provided, however, that a copy of such filing having the confidential information
7 deleted or redacted therefrom may be made part of the public record.

8 4. The parties shall follow and abide by applicable law with respect to
9 filing documents under seal.

10 5. All documents, transcripts, or other materials designated as
11 “Confidential” shall not be used for any purpose other than for the preparation,
12 litigation, and trial of this action in accordance with the provisions of this Order.

13 6. Except with the prior written consent of the individual or entity
14 designating a document or transcript, or portions thereof, as “Confidential” may not
15 be disclosed other than in accordance with this Order and may not be disclosed to
16 any person other than:

- 17 a. The Court and its officers, including any juror or jurors;
- 18 b. Parties to this litigation;
- 19 c. Counsel for the parties, whether retained outside counsel or in-house
20 counsel and employees of counsel assigned to assist such counsel in the
21 preparation of this litigation;
- 22 d. Fact witnesses subject to executing the agreement to be bound attached
23 as Exhibit A;
- 24 e. Present or former employees of the Producing Party in connection with
25 their depositions in this action subject to executing the agreement to be
26 bound attached as Exhibit A; and
- 27 f. Experts retained as consultants or expert witnesses in connection with
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1 this litigation subject to executing the agreement to be bound attached
2 as Exhibit A.

3 7. All persons receiving any or all documents produced pursuant to this
4 Order shall be advised of their confidential nature. All persons to whom confidential
5 information and/or documents are disclosed are hereby enjoined from disclosing
6 same to any person except as provided herein, and are further enjoined from using
7 same except in the preparation for and trial of the above-captioned action. No person
8 receiving or reviewing such confidential documents, information or transcript shall
9 disseminate or disclose them to any person other than those described above in
10 Paragraph 6 and for the purposes specified herein.

11 8. If a Party is served with a subpoena or a court order issued in other
12 litigation that compels disclosure of any information or items designated in this
13 action as “Confidential,” that Party must:

- 14 a. Promptly notify in writing the designating party. Such notification shall
15 include a copy of the subpoena or court order;
16 b. Promptly notify in writing the party who caused the subpoena or order
17 to issue in the other litigation that some or all of the material covered
18 by the subpoena or order is subject to this Order. Such notification shall
19 include a copy of this Order.

20 9. Nothing in this Order shall prevent a party from using at trial any
21 information or materials designated “Confidential.” Nothing in this Order shall
22 prevent a party from seeking a protective order at trial.

23 10. This Order has been agreed to by the parties to facilitate discovery and
24 the production of relevant evidence in this action. Neither the entry of this Order,
25 nor any confidentiality designation pursuant to this Order, nor the failure to make
26 such designation or oppose such designation, shall constitute evidence with respect
27 to any issue in this action.
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1 11. Within sixty (60) days after the final termination of this litigation, all
2 documents, transcripts, or other materials afforded confidential treatment pursuant
3 to this Order, including any extracts, summaries or compilations taken therefrom,
4 but excluding any materials which in the good faith judgment of counsel are work
5 product materials, which are in the possession of the parties shall, at the written
6 request of the Producing Party, be returned to the Producing Party at the Producing
7 Party's expense or destroyed. However, counsel for the parties may retain a copy of
8 any court filings, motions, or depositions subject to the terms of this Order.

9 12. In the event that any party to this litigation disagrees with any
10 designation made under this Order they may challenge the designation at any time.
11 A Party does not waive its right to challenge a confidentiality designation by electing
12 not to challenge promptly after the original designation is disclosed. A party
13 challenging a designation made under this Order shall provide written notice to the
14 designating party explaining the basis for their belief the confidentiality designation
15 was not proper. The parties shall meet and confer within seven (7) days of the
16 challenging party providing notice, unless otherwise agreed.

17 13. If the Parties cannot resolve a challenge pursuant to the meet and confer
18 process set forth above, the challenging party will then have the opportunity to
19 further challenge said designation in accordance with the then applicable procedures
20 of the Court or the Code of Civil Procedure or other applicable law. The information
21 shall remain as designated under the status given to it by the Designating Party
22 unless and until the Designating Party agrees to change the designation or the Court
23 rules on the designation.

24 14. In the event of an inadvertent production or disclosure of any
25 documents or materials that the designating party contends should have been
26 designated as confidential, and shall not in and of itself constitute a waiver or
27 impairment of any claim of confidentiality, privilege, or other protection from
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1 discovery. In the event of an inadvertent disclosure of confidential documents or
2 materials, the designating party may thereafter designate such information as
3 confidential by providing written notice to counsel that the documents or materials
4 should have been designated as confidential and providing a copy of said items
5 bearing the required designation. Such information shall be covered by the terms
6 and subject to the conditions set forth in this Protective Order, as if it had been
7 designated on the date they were originally disclosed.

8 15. If a receiving party learns that, by inadvertence or otherwise, it has
9 disclosed material designated as confidential to any person or in any circumstance
10 not authorized under this Order, the receiving party must immediately:

- 11 a. Notify the designating party in writing of the unauthorized disclosures;
- 12 b. Request that all unauthorized copies be returned and/or deleted;
- 13 c. Inform the person or persons to whom unauthorized disclosures were
- 14 made of all the terms of this Order; and
- 15 d. Request such person or persons to execute the agreement to be bound
- 16 attached as Exhibit A.

17 16. The Court may modify the terms and conditions of this Order for good
18 cause, or in the interest of justice, or on its own order at any time in these
19 proceedings.

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THE CARDOZA LAW CORPORATION

DATED: September 23, 2020

BY: /s/ LAUREN B. VEGGIAN

MICHAEL F. CARDOZA, ESQ.

LAUREN B. VEGGIAN, ESQ.

ATTORNEYS FOR PLAINTIFF,

MELISSA ROBINSON-AGLES

JONES DAY

DATED: September 23, 2020

BY: /s/ SAMUEL A. MICON

SAMUEL A. MICON

ATTORNEY FOR DEFENDANT,

EXPERIAN INFORMATION SOLUTIONS, INC.

TROUTMAN SANDERS, LLP

DATED: September 23, 2020

BY: /s/ JESSICA LOHR

JESSICA LOHR

ATTORNEY FOR DEFENDANT,

WELLS FARGO & COMPANY

SCHUCKIT & ASSOCIATES, P.C.

DATED: September 23, 2020

BY: /s/ CHRISTOPHER L. BLAIR

CHRISTOPHER L. BLAIR

ATTORNEY FOR DEFENDANT,

TRANSUNION, LLC

ORDER

IT IS SO ORDERED, with the following amendments and clarifications:


1. The parties shall comply with the provisions and procedures of Local Rules 140 and 141 with respect to sealing or redaction requests. To the extent that the parties' stipulation conflicts with the Local Rules, the Local Rules shall govern.

2. Prior to filing any motion related to this stipulated protective order or other discovery motion, the parties shall first exhaust informal meet-and-confer efforts and otherwise comply with Local Rule 251.

3. Nothing in this order limits the testimony of parties or non-parties, or the use of certain documents, at any court hearing or trial—such determinations will only be made by the court at the hearing or trial, or upon an appropriate motion.

4. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement of the terms of this stipulated protective order after the action is terminated.

DATED: SEPTEMBER 22, 2020



CAROLYN K. DELANEY
UNITED STATES MAGISTRATE JUDGE

17.812.po

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type
full _____ name], _____ of
_____ [print or
type full address], declare under penalty of perjury that I have read in its entirety
and understand the Protective Order that was issued by the United States District
Court of California, Eastern District in the case of *Melissa Robinson-Agles. v. Wells
Fargo & Company, TransUnion, LLC, and Experian Information Solutions, Inc. et
al.*, Case No. 2:20-cv-00812-MCE-CKD. I agree to comply with and to be bound
by all the terms of this Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any information
or item that is subject to this Protective Order to any person or entity except in strict
compliance with the provisions of this Protective Order.

I further agree to submit to the jurisdiction of the United States District Court
of California, Eastern District, for the purpose of enforcing the terms of the
Protective Order and this Acknowledgment and Agreement to be Bound, even if
such enforcement proceedings occur after termination of this Action.

Date: _____

City and State where sworn and signed:

[Printed Name]

[Signature]